

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

PAGE OF PAGES

CONTRACT (Proc. Inst. Ident.) NO.  
J-C-00-03-00054-00

3. EFFECTIVE DATE  
3/24/03

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  
See G.6

ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

Agency for International Development  
300 Pennsylvania Ave., N.W., Rm. 7-09-073  
Attn: M/OP/EER  
Washington, D.C. 20523

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Stevedoring Services of America  
1131 SW Klickitat Way  
Seattle, WA 98134

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30 Days

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

ITEM

Block 12

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

See G.5

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c) )  41 U.S.C. 253(c) )

14. ACCOUNTING AND APPROPRIATION DATA

See Clause G.6

15A. ITEM NO

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

SEE PAGE 2

15G. TOTAL AMOUNT OF CONTRACT \$

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Bob Watters  
Vice President

20A. NAME OF CONTRACTING OFFICER

Anne Quinlan

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY [Signature]  
(Signature of person authorized to sign)

4/8/03

BY [Signature]  
(Signature of Contracting Officer)

4/8/03

Implementation in Iraq shall not take place until USAID instructs the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local consultants until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq.

**Section J – List of Attachments:**

Iraqi Sanctions Regulations License Number IQ-2215 is attached hereto as attachment J.2.

**Section F.5 is modified as follows:**

As noted in Provision F.5, the Contractor is required to report the accrued monthly expenditures as well as the disbursements as part of the reporting requirements. This information shall be emailed directly to the Cairo Mission Regional Accounting Office at the following email address:

Email: [AcctsPayableEgypt@usaid.gov](mailto:AcctsPayableEgypt@usaid.gov)

**Section G.5 is modified as follows:**

With regard to payment vouchers, the preferred method of submission is by email. Below is the payment information.

APO Address:  
Accounts Payable  
USAID/Financial Management  
Cairo, Egypt  
Unit 64902  
APO AE 09839 4902  
Attn: Homi Jamshed

International Courier Address:  
Office of Financial Management  
USAID Building  
Lot 1/A Off Ellaselki Street  
New Maadi, Cairo, Egypt  
Post Code No. 11435

Fax Number: 011-20-2-516-4719

Email:  
[AcctsPayableEgypt@usaid.gov](mailto:AcctsPayableEgypt@usaid.gov)

**Section H.10 - Security Requirements** is hereby deleted in its entirety.

**Section F.2 – Level of Effort and Section F.3 – Period of Performance**

Delete all references to option years.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

Umm Qasr port is a critical link in the on-going life-sustaining assistance being provided to the people of Iraq from a variety of sources. The fundamental objective of this statement of work is to quickly, effectively and safely complete those tasks essential to assess, improve, maintain, and - if necessary - operate Umm Qasr port in support of humanitarian and reconstruction assistance to the people of Iraq. The contractor shall provide seaport assessments and operation management expertise to ensure that materials & supplies flow efficiently and safely through seaports in Iraq assigned by the Government.

B.2 CONTRACT TYPE AND CONTRACT SERVICES

This is a Cost Reimbursement (CPFF) Level of Effort term contract. For the consideration set forth below, the Contractor shall provide the services, deliverables or outputs described in Section C [Contract Line Items (CLINs) 001, 002 and 003] and F in accordance with the performance standards specified in Section F.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) CLIN 001 Port Assessment - The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is (b)(4). The fixed fee is (b)(4). The estimated cost plus fixed fee is \$642,370.00.

(b) CLIN 002 Port Improvement Implementation Plan - The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is (b)(4). The fixed fee is (b)(4). The estimated cost plus fixed fee is \$280,987.00.

(c) CLIN 003 Port Operations - The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is (b)(4). The fixed fee is (b)(4). The estimated cost plus fixed fee is \$3,895,628.00.

(d) Within the estimated cost plus fixed fee specified in paragraphs above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee) for performance hereunder is:

CLIN 001 \$ 642,370  
CLIN 002 \$ 280,987  
CLIN 003 \$1,976,643

The Contractor shall not exceed the aforesaid obligated amount in each CLIN, including any authorized pre-contract award expenses. There is a limitation of funds totaling \$2,900,000 under this contract. See the clause entitled Limitation of Funds.

Limitation of Funds - This contract is subject to the FAR clause:

52.232-22

LIMITATION OF FUNDS

APR 1984

**B.5 INDIRECT COSTS (DEC 1997):**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
(b)(4)	(b)(4)			
(b)(4)	(b)(4)	1/	1/	1/
1/Base of Application:	(b)(4)			
Type of Rate:	(b)(4)			
Period:	(b)(4)			

The government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates, and in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

**B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment. In addition, the Contractor's accounting system shall be reviewed by the government to determine if the contractor's accounting system can accurately differentiate, accumulate, separate and report various cost elements and various contracts in accordance with federal procurement regulation requirements.

## **SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK**

### **I. Objective and Summary**

The objective of this activity is to provide port operation management technical expertise capabilities to ensure that USAID -provided materials and supplies, and other cargoes including urgent food assistance and materials for reconstruction and rehabilitation, flow smoothly through seaports designated by USAID, specifically the Umm Qasr port in Iraq. Umm Qasr port is a critical link in the on-going life-providing assistance being provided to the people of Iraq from a variety of sources. The fundamental objective of this statement of work is to quickly, effectively and safely complete those tasks essential to assess, improve, maintain, and - if necessary - operate Umm Qasr port in support of humanitarian and reconstruction assistance to the people of Iraq. The activity supports USAID and other relief programs and will be carried out through a cost reimbursement (CPFF), level of effort contract of up to twelve months duration with an option for two extensions of up to one year each.

### **II. Background**

Annually, thousands of tons of USAID-funded (and other) relief and development supplies and materials, including large quantities of food aid, are shipped throughout the world. The logistics of transportation are complex, and many factors determine the extent to which such supplies and materials reach destinations in a timely manner. The costs of inadequacies and constraints in the sea transport system are many, and include increased costs due to delay and deterioration of materials and supplies.

Frequently, destination ports operate inadequately, slowing the flow of goods as transport vessels wait to enter and discharge their loads. Often, more delays occur due to poor logistical management, inadequate equipment and equipment maintenance, poor stevedore management, slow customs clearance, and poor coordination with land transport. Additional constraints may arise, such as poorly marked and maintained harbors, inadequate storage, inadequate fuel bunkering and supply capacities, and poor security. Port management may be the responsibility of the national government, of a local government, of a civil authority, or of the military.

Overall, many of the destination ports for USAID-funded goods operate at levels far below the standards of the International Maritime Organization. Inadequacies of operation may be due to a legacy of neglected maintenance, poor site planning and development, lack of trained management, inadequate supporting infrastructure, such as electricity, or inappropriate and overly-restrictive local regulations and procedures. In instances of local or regional conflict, port operations may be greatly constricted or simply halt, greatly impeding the flow of incoming materials and supplies.

The purpose of this activity is to provide USAID with a capability to improve port management and operations so that the flow of USAID-funded and other goods is adequate and as unimpeded as feasible at the Umm Qasr, Iraq port. This capability requires assessment of the port, development of plans to overcome port-imposed constraints, and the provision of technical and other assistance needed to ensure that the port can manage an adequate flow of through shipment. A USAID infrastructure reconstruction contractor will undertake port dredging and other major repairs to make the port operational. Since in the instance of local or regional

conflict, the Umm Qasr port may fail to be operational, the capability to be provided under this statement of work includes the direct provision of personnel to manage all aspects of the specified port. As the Umm Qasr port has a number of wrecks, the Contractor will need to coordinate with the U.S. Navy and other parts of the U.S. Government, as necessary, as well as with appropriate local pilots in locating and identifying such wrecks with suitable maritime buoys and marker. The overall activity will be undertaken in support of and in cooperation with national or local authorities. Where operations have been directly under the management of the Contractor, the activity will include plans and assistance for a transition from Contractor management back to national or local management.

Implementation in Iraq will not take place until a permissive environment is available and USAID has instructed the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with US foreign policy and permitted by law. Until such determination, the contractor may only perform work in preparation for the tasks described hereunder. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC) and is responsible for compliance with all applicable UN sanctions against Iraq.

### III. Statement of Work

The Contractor shall provide assistance in the following areas:

- A. Technical and other assistance to assess and plan implementation of port improvements, including site improvements, harbor marking and management, cargo unloading and storage, labor management, transport improvement, customs clearance, security, and many other aspects of port operations.
- B. Technical and other assistance to directly operate part or all of the Umm Qasr, Iraq port, at least to the minimal extent required to ensure the adequate throughput of USAID-funded and other cargoes and emergency supplies and developmental materials.

The assistance to be provided is further described in the tasks below.

**Special Security Conditions: U.S. Citizenship is required of KEY persons selected to perform under classified portions of this Contract.** At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted. USAID/SEC will be responsible for validating security clearances of all proposed/selected contractors and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas.

No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the CTO. Any public release of information

regarding this award must be approved in advance of release by the CTO (refer to Section H.10 of this contract for specific security guidance).

Implementation in Iraq shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local consultants until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq.

### **Tasks and Activities**

**1. CLIN 001 Preparation of Port Management Assessment:** It is expected that the contractor will perform port assessments quickly, with a focus on prioritizing those issues and recommendations most directly required to meet the needs of the transport of USAID-funded and other relief and rehabilitation materials and supplies. Desirable but not priority port operational improvements shall be included only when they have the potential to impact negatively on the adequate flow of USAID-funded and other critical materials and supplies. Initial port assessment should include an executive summary, a concise background of existing status and conditions, a concise description of constraints (particularly those that may impede the adequate flow of USAID-funded materials and supplies), and a concise set of recommended solutions to priority constraints. Areas needing further inquiry should be identified provided they have a reasonably direct bearing on improving specific port management to meet USAID needs. Initial port assessment should include an illustrative but reasonably accurate budget for priority improvements and, as feasible, present expenditure options related to increased levels of port improvement. Initial port assessment should also include a brief work plan, with identification of personnel and material resources required, to undertake priority improvements and operations in the most expeditious manner feasible.

It is expected that the assessment of Umm Qasr port shall be carried out, including preparation of a draft assessment report, within a maximum of two weeks by a team of qualified personnel together with support staff. The Contractor will provide the draft port assessment to the CTO. USAID will provide verbal and written comments to the Contractor within five working days of receipt of the draft port assessment. USAID comments and the additional contractor responses shall be included in the Contractor's final report.

The following systems shall be evaluated, as feasible and necessary, with respect to current and possible future performance of the port. The contractor may add to this list as necessary:

- Current status
- Maximum Draft, Load Lines, Zones and Dates
- Current Security Situation
- Location and Entrances
- General Overview

Maximum vessel length and draft  
Channel Descriptions, markers, anchorage locations lengths, widths and depths  
Anchorage, Locations, Depths, Number of vessels accommodated  
Tidal Range and Flow  
Charts, Buoys, beacons and landmarks  
Restrictions and dangers to vessels  
Berths/Piers Descriptions - Type, Length, Depth, Handling Facilities and Equipment, Storage,  
Condition of the Berths and Piers  
Types of Cargo Handled  
Repair and Docking Facilities  
History of recent port developments and improvements  
Weather  
Tugs  
Bunker Facilities  
Communications  
Pilots  
Security  
Fire and Rescue  
Fresh Water  
Medical Facilities  
Transport Systems and Intermodal Access  
Cargo clearance systems and officials  
Analysis of port geometry for operations and vessels services  
Vessel services capability  
Buildings, Structures, sheds, warehouse, refrigeration  
Power supplies, distribution and electrical systems  
Communications - Equipment and condition. Effectiveness  
Other utilities - water, wastewater, HVAC, storm drainage, and ancillary utilities, systems and  
equipment, Vehicles, Compressed air and hydraulic systems.  
Military and civil port controls, communications and command systems  
Site, approach and operations security  
Personnel requirements and costs for current and potential operations - efficiency and  
effectiveness. Compliance with safety standards.  
Port and vessels maintenance equipment and facilities, record keeping, costs for current and  
potential operations  
Emergency response (fire, rescue) capability and plan  
Fuel bunker storage, supply handling and conditions  
Cargo storage and handling  
Office space, equipment and security  
Port operations and administration issues  
Port site plan and approach information  
Access Roads and Rail. Airports  
Fire protection  
Hazardous Materials, Dangerous Goods handling record keeping and storage  
Classified Storage  
Weather operation capability and meteorological systems

Waste, refuse and hazardous materials handling and disposal  
Current Environmental conditions and surface cleanup requirements.  
Cargo storage and handling  
Local trucking, handling capabilities, capacity and logistics  
Personnel housing and food services  
Evaluation of external conditions and systems that may have an impact on the port and its operations  
Evaluation of expenditure options proposed - Recommended priorities

## **2. CLIN 002 Planning Implementation of Port Management Improvements:**

Concurrent with the completion, and approval by USAID, of an initial port assessment for Umm Qasr, the Contractor will proceed to plan the implementation of USAID-approved port improvements. The Contractor shall prepare an adequately detailed work plan, together with the details, personnel requirements, material needs and specifications, implementation method, training needs, and budget for the work to be undertaken. This plan shall be submitted to USAID for review, comment, and approval within one week of completion of the port assessment.

*The Contractor shall include in the plan a calculation of estimated monthly fuel requirements for up to one year of program implementation. The fuel estimate shall be submitted with the work-plan.*

Work plans for port improvement must give priority to the most immediate improvements required to facilitate the adequate flow of USAID-funded and other relief materials, supplies, and commodities. The Contractor will work closely with the USAID Contractor undertaking infrastructure repairs and construction (i.e. dredge). The quantity and quality of proposed improvements should be linked to the quantity and type of USAID-funded and other relief materials, supplies and commodities likely to be shipped through the port. The work plan should, as feasible and needed, provide options with respect to the amounts and types of improvements to be made as they relate to the amounts and types of materials, supplies, and commodities that could be shipped through the port. Desirable improvements of secondary priority may be set out in the plan, but these should be restricted to those most directly linked to facilitating the flow of USAID-funded and other materials through the port. As required, work plans should identify steps to be taken, along with material and training needs to strengthen national or local management of port improvements in a sustainable manner.

No actual port improvement work shall be undertaken without written USAID approval of the work plan.

## **3. CLIN 003 Direct Operation of the Port**

From time to time, and especially in the instance of local or regional conflict, it may be in the interest of the US Government that part or all of the Umm Qasr port be managed directly by the Contractor. The contractor shall be prepared to accept this task within four weeks of contract inception. As required, USAID will facilitate transfer of authority over the port from national or local agencies to the Contractor. It is expected that direct operations of the port will occur only on an emergency basis and that direct operations will continue for an unspecified period of time

until a transition of authority returns control to national or local agencies. In such instances, the Contractor may be required to carry out CLINs 001 and 002 above, along with this CLIN, as quick-response emergency tasks that may need to be coordinated with military authorities.

**Preparedness Planning**

The Contractor shall produce a prototype plan for the immediate assumption of port management and operations and assume that the Contractor will be required to provide most, if not all, management elements of port operation. The plan should focus on those elements of port improvement and management required to meet USAID needs, especially those related to expeditiously opening a port to shipping, docking and offloading shipped materials, storage, and transfer to land transport. The plan should identify the personnel, equipment, and material requirements needed to operate the port and the local personnel and resources available to operate the port. It should identify and schedule any elements of additional assessment of port status that may need to be undertaken. It should include several scenarios for several different levels of intervention (e.g., part of the port, all of the port, a potential need to clear channels and repair or replace equipment, mobilize different types of personnel, install control systems, etc.) and forecast the length of time required under each scenario to achieve minimal shipping capability and a gradual increase in capacity to reach maximum shipping throughput. The Contractor should assume that the port and port area will be reasonably secure, particularly within a certain defined perimeter, and that there will be a need to coordinate activities with military security and military logistics staff. The plan shall identify key Contractor personnel required and immediately available to undertake implementation of emergency port operational management, and forecast the schedule on which all necessary personnel could be deployed.

Port operations that must be included in the plan include the following broad functions for handling cargoes and loading and unloading vessels:

- Documentation and reports of expected and actual import and export shipments - conveyance and cargo arrivals - into and out of the port.
- Tracing of inward carriage. Customs and export clearance.
- Railcar and truck loading and unloading.
- Cargo processing and handling for ocean shipment.
- Sorting, consolidation, storage and inspection of cargoes.
- Berthing plans and assembly of cargo for loading vessel.
- Documentation handling - transfer of possession to carrier.
- Handling cargo to ship's side and/or lifting cargo over vessel rail.
- Harbor Master duties
- Tracing of vessel arrivals and cargo. Berthing plans
- Plans and resources for receiving and sorting cargo from vessels
- Documentation handling - transfer of possession from carrier
- Checking and inspecting inbound cargo
- Sorting cargo or reassemble for storage or distribution
- Loading out railcars and trucks
- Customs, inspection and other inbound clearance procedures
- Provide operational orders and sailing orders to port managers, carriers, masters, stevedores and port agents

Plan all cargo handling and stowage  
Planning and supervision of stevedoring  
Individual, crew, cargo and vessel security  
Providing Pilot manager and Master information  
Ship bunkering and supply operations  
Facilities and equipment procurement and maintenance  
Documentation and handling of crews (stevedoring and vessel)  
Hazardous Materials and perishable cargo handling

*The Contractor shall develop the plan within three weeks of the start date of this contract. The Contractor shall calculate and submit to USAID estimated monthly fuel requirements for up to one year with the implementation plan.*

### **CLIN 003 Direct Port Operation and Management**

When directed to assume management of port operations, it is expected that the Contractor would be prepared to begin implementing the Preparedness Plan described above. It is recognized that the Contractor may be required to carry out certain elements of CLIN 001 and CLIN 002 above in order to implement the preparedness plan and begin to operate the port at a minimal level. The Contractor shall make every feasible effort to shorten the period for preparing an initial assessment and work plan for improvement, with a goal of identifying all needed materials, personnel, budget needs, and implementation plan within 10 working days of contract inception. The assessment of port status (CLIN 001) and work plan for implementing port improvements (CLIN 002) shall be linked to the most critical priorities for achieving the maximum needed port operation capacities as rapidly as feasible.

It is probable that the Contractor will need to operate, and perhaps to provide, some or many of the aspects of port management described in the list at CLIN 001 and 002 above.

Financing Port Operations: In the event that USAID directs the contractor to manage and operate the port, start up funds and working capital to begin implementation of the operation plan shall be provided by USAID. Start up capital shall be provided to cover initial facility and equipment replacement and repair as proposed by the contractor and approved by USAID from the port assessment, improvement plan and operational plan. Start up working capital shall be provided to cover initial operation of the port. After port operations begin, working capital for labor, facilities and equipment operation and maintenance, port overhead and contractor profits shall be obtained from fees and charges to carriers and cargo owners. USAID shall approve the fee and charge schedule and the level of contractor profit from operations. The contractor shall present USAID with monthly financial statements outlining the costs, revenues and profits from operations. The contractor shall maintain separate bank account(s) and records regarding port costs and revenues under this contract. To the extent that revenues exceed costs and negotiated maximum profit margin or level, USAID shall determine the use of any remaining funds in the port operation accounts.

**A Full Range of Vessel Access and Departure Services:** clear channels for vessels carrying wet and dry cargoes; buoys, markings, lights, pilot service, and other aids as required for at least minimally safe and adequate navigation, anchoring, and passage to docks; and other facilities

and services required to enable vessels to access and depart the port in a reasonably smooth and orderly manner.

**A Full Range of Cargo Handling Services:** manifest, cargo, and other needed inspection services; docking facilities; unloading and loading equipment and labor for wet and dry cargoes; document preparation, handling, and retention for incoming and outgoing shipments; transport of cargo to land transport or storage facilities. This function may include customs-like services.

**A Full Range of Storage Facilities and Facilities for Onward Transport:** facilities for storage of fuel for vessels and vehicles, including vehicles used in land transport; facilities for storage of other wet materials; storage for dry materials; storage for hazardous materials, and storage for containerized, non-containerized, and other materials. It is not expected that storage facilities in general will hold shipments for lengthy periods of time. The storage and onward shipment of goods should be planned to be on the basis of a reasonably rapid throughput, and should permit adequate transfer to onward truck, rail, and air transport systems.

**Coordination with Military and Civil Authorities:** the Contractor will be responsible for coordinating port operation with appropriate national, local, and US military and civilian authorities and contractors. USAID will facilitate this function.

**Security:** the Contractor will be responsible for providing security for all aspects of port operation within the port perimeter. This function is likely to be provided in liaison with and coordination with appropriate national, local, and US military and police functions.

**Transition:** The Contractor will be responsible for planning the transition of return of port control to national or local agencies, civil or military, and for implementing the transition plan. To carry out this function, the Contractor is expected to identify training, equipment, and other needs to enable the return of adequate national or local agencies, and to carry out such activities, including providing a continuing program of technical assistance as required and agreed by USAID.

Other port operations and management functions as may be directed by USAID.

The Contractor shall undertake the direct operation of ports only as directed by USAID.

#### **IV. Deliverables**

Port Assessments: a port assessment will be required, as described in CLIN 001.

Detailed Work Plans for Port Operation and Improvement: a minimum of two such plans will be required, as described in CLIN 002.

Preparedness Plan: one plan, as described in CLIN 003.

Direct Port Operations and Management Monthly Reports: as directed by USAID.

## V. Evaluation of Project Status

USAID will conduct an internal assessment of project results and annual status prior to the end of each six month period of project implementation, and provide the results of that assessment in writing to the Contractor.

## VI. Reporting Requirements

The Contractor will submit a monthly report to USAID specifying progress achieved according to the work plan, highlighting monthly achievements, and noting activities planned for the next month. Port operation costs, revenues and profits shall be provided with broad category detail provided. Contractor accrued expenses shall be reported for the month. Unless otherwise agreed to by USAID, the report shall be submitted to USAID within 5 working days after the end of each month.

## VII. Personnel

It is anticipated that to carry out the tasks described herein, the Contractor will engage and retain appropriate professional and support personnel as described in the following functional labor categories. It is anticipated that significant amounts of international travel will be required.

The contractor shall designate a Senior Project Manager and support staff for all contract activity. USAID approval of proposed staff and staffing pattern is required. For CLIN 003 - Port Operations - the government estimates the following key position manager requirements for direct port operations. The contractor may propose a different mix of managers for CLIN 003 port operations. They shall perform the above tasks, under the control of USAID and the contractor's Senior Project Manager (KEY):

Operations Director (KEY)

Terminal Manager(s) - Overall port management and relations with vessel masters.

Receiving Manager - Working with cargo title owners and carriers to get cargo into the port for loading vessels. Inspect, count and measure cargoes. Dock receipts.

Delivery Manager - Working with cargo title owners and their carriers, transferring cargo from the port area. Inspect, count and measure cargoes - Delivery receipts.

Stevedore Manager - Vessel loading and unloading operations.

Facilities and Equipment Manager

Safety / Environmental Manager - Safety and security of individuals, cargo and vessels  
-Public Health.

Warehouse Manager - Transit sheds, warehouses and cargo control at the port

Executive Manager - Administration, Records, Timekeeper, Clerical, Financial, Documentation,  
Labor relations and Procurement.

Harbor and Vessel Manager - Harbor ship movements, vessel services, fuel, barges, fresh water, inspections.

Dry dock Manager - If appropriate.

Deployment will not occur until a secure environment is available. The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff. It should

be noted that USAID will be providing direct compensation to locally-hired consultants, defined as professionals who had been nominally the employees of the former regime, but who are now unemployed as a result of conflict, through a separate contract. This support is intended to ensure that essential services that were undertaken by the former regime are maintained. The contractor shall nominate individual professionals that will assist with port operations and be compensated through the separate contract.

**SECTION D - PACKAGING AND MARKING**

**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-10	INSPECTION OF FACILITIES	APR 1984
52.246-5	INSPECTION OF SERVICES - Cost Reimbursement	APR 1984

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at: USAID/Washington or Umm Qasr Port.

The ports and facilities specified by USAID for contractor operation and management, or at any other location where the services are performed and reports and deliverables or outputs are

produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER DATE	TITLE	
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-16	STOP-WORK ORDER--FACILITIES	AUG 1989
52.242-16	STOP-WORK ORDER - with Alternate 1	AUG 1989

**F.2 LEVEL OF EFFORT**

(a) The contractor shall devote the below person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category for the base period is:

CLIN 001- For all labor categories 2,880 hours.

CLIN 002 - For all labor categories 1,260 hours.

CLIN 003 -

Senior Project Manager	2080 hours
Operations Director	2080 hours
Harbor and Terminal Director	2080 hours
3 Ship Superintendent	6240 hours
Receiving Manager	2080 hours
Delivery Manager	2080 hours
Facilities and Equipment Director	2080 hours
Administration Manager	2080 hours

Safety and Environmental Director	2080 hours
Operations Communications Expert	2080 hours
Total	24,960 hours

(d) The level of effort by labor category for the first option period is:

CLIN 003 -

Senior Project Manager	2080 hours
Operations Director	2080 hours
Harbor and Terminal Director	2080 hours
3 Ship Superintendent	6240 hours
Receiving Manager	2080 hours
Delivery Manager	2080 hours
Facilities and Equipment Director	2080 hours
Administration Manager	2080 hours
Safety and Environmental Director	2080 hours
Operations Communications Expert	2080 hours
Total	24,960 hours

(e) The level of effort by labor category for the second option period is:

CLIN 003 -

Senior Project Manager	2080 hours
Operations Director	2080 hours
Harbor and Terminal Director	2080 hours
3 Ship Superintendent	6240 hours
Receiving Manager	2080 hours
Delivery Manager	2080 hours
Facilities and Equipment Director	2080 hours
Administration Manager	2080 hours
Safety and Environmental Director	2080 hours
Operations Communications Expert	2080 hours
Total	24,960 hours

**F.3 PERIOD OF PERFORMANCE**

The period of performance for this contract is up to twelve months beginning March 22, 2003 and continuing through March 21, 2004. The period of performance for option periods, if any, is:

- OPTION PERIOD 1 March 22, 2004 to March 21, 2005
- OPTION PERIOD 2 March 22, 2005 to March 21, 2006

**F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

**F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Section I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

The contractor shall deliver the following reports to the government:

1. CLIN 001 - Assessment report(s) covering the ports specified by USAID - Two weeks after contract inception.
2. CLIN 002 - Port Improvement Implementation Plans covering the ports specified by USAID - Three weeks after contract inception.
3. CLIN 003 - Monthly Progress Reports; Operating Costs, Revenue and Profit Reports - 5 days after the end of each month.
4. CLIN 003 - End of contract report with recommendations for future port operations. Report due one month after expiration of the contract.

The monthly progress report shall also include the Contractor's accrued monthly expenditures. The CTO is responsible for transmitting this information to the USAID financial management office responsible for the contract.

Other reports required by the Contract terms and conditions.

**F.6 KEY PERSONNEL**

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
(b)(6)	Senior Project Manager
(b)(6)	Operations Director

Special security conditions and responsibilities apply to all persons working on classified portions of this contract.

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION  
TO PPC/CDIE/DI**

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse  
1611 N. Kent Street, Suite 200  
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100  
Fax Number 703-351-4039  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures

[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt. Vouchered. to date	Amt. vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been USAID, or to the extent allowed under the applicable payment clause, will be USAID currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any

disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

**G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

Anne Quinlan  
Division Chief  
M/OP/EER  
Room 7.09.73  
1300 Pennsylvania Ave., N.W.  
Washington, D.C. 20523  
Telephone: (202) 712-4614

**G.3 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is:

Mr. Ross Wherry  
USAID

**G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition

Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

#### **G.5 PAYING OFFICE**

The paying office for this contract is:

USAID Mission Cairo  
Office of Financial Management  
FM/FO, Unit No. 64902  
US Agency for International Development  
APO AE 09839-4902  
Telephne: 011-202-522-7350

Vouchers may be sent by email to:  
[ACCTSPAYABLEEGYPT@USAID.GOV](mailto:ACCTSPAYABLEEGYPT@USAID.GOV)

Copies of vouchers shall be sent to:  
[DDOLLEY@USAID.GOV](mailto:DDOLLEY@USAID.GOV)  
[LZAKHARY@USAID.GOV](mailto:LZAKHARY@USAID.GOV)

#### **G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal: MAARD 267-0001-3-03001

Fund Account Appropriation: 72X1035

Strategic Objective: 267001

Budget Plan Code: HFDX0323267KG13

Benefiting Geo Area: Near East

Activity: ELE #01 Port Administration Co.

Amount Obligated: \$2,900,000

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

USAID AIDAR 752.7027 PERSONNEL DEC 1990

**H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

**H.2 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Sara Payne or Diane Ford  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: 703) 354-0370  
E-Mail: www.rutherfordord.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation  
P.O. Box 5375  
Timonium, MD 21094-5375  
Telephone: (410) 453-6300 in Maryland;  
or (800) 537-2029 (toll-free)  
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

### **H.3 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 000 and 935.

### **H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase or lease the following equipment and/or resources:

CLIN 001 and 002 - 7 Laptop Computers, 2 Combination Printer, 15 Cell Phones, MOP Gear.

CLIN 003 - 3 Vehicles

The government will determine the status and title of the above equipment at the end of the contract.

### **H.5 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

## H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have language N/A proficiency to perform technical services.

## H.7 PERSONNEL COMPENSATION

### (a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent to the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

### (b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

### (c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

### (d) Annual Salary Increases

One annual salary increase not more than Company Policy (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

### (e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or

approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Non-overseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(END-OF-CLAUSE)

**H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING  
REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY  
CONTRACTING REPORT**

The Contractor's subcontracting plan proposed in the original proposal is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business  
Utilization  
Room 7.08 RRB  
Washington, D.C. 20523

**H.9 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

**H.10 SECURITY REQUIREMENTS:**

**NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-2	SECURITY REQUIREMENTS	AUG 1996

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the

Statement of Work for the classified contract. A completed copy of the DD 254 is attached via Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The CTO is responsible for managing the clearance requirements for this contract

**At the time of award, the contractor does [ X ] does not [ ] have a Secret level facility clearance.**

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.

(d) Employees of the Contractor working under this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under this contract, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the contract.

(g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit Authorization Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE I (OCT 1995)	Jan 1997
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2002
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP 2002
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1996
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	7/02
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERT. OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST-REIMBURSEMENT	AUG 1987
	ALTERNATE IV (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2002
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	Source, Origin, and Nationality Requirements	FEB 1997
752.225-71	Local Procurement	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

**I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed one year. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor 60 days prior to the end of each contract term.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**I.4 52.232-25 PROMPT PAYMENT (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is

not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[HTTP://WWW.ARNET.GOV/FAR](http://WWW.ARNET.GOV/FAR)

[HTTP://WWW.USAID.GOV](http://WWW.USAID.GOV)

**I.6 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

**I.7 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include

research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staff; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER  
ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - Office of Foreign Asset Control License

**ATTACHMENT 1**

**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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- Has the status of a "Geopolitical Entity," rather than an independent country.



DEPARTMENT OF THE TREASURY  
WASHINGTON, D.C. 20220

License No. IQ-2215

## IRAQI SANCTIONS REGULATIONS

## LICENSE

(Granted under the authority of Section 203 of the U.S. International Emergency Economic Powers Act (50 U.S.C. § 1702), Section 5 of the United Nations Participation Act (22 U.S.C. § 287c), Executive Orders No. 12722 of August 2, 1990, No. 12724 of August 9, 1990, No. 12957 of March 15, 1999, No. 12959 of May 6, 1995 and No. 13059 of August 19, 1997, and Parts 501, 560 and 575 of Title 31 of the Code of Federal Regulations.)

To: Bureau of Near Eastern Affairs  
Bureau of Population, Refugees and Migration  
Agency for International Development  
c/o U.S. Department of State  
Bureau of Economic Sanctions Policy  
Washington, D.C. 20520

1. Based on the 01/23/03 memorandum from the U.S. Department of State (the "Memorandum"), the transactions and activities delineated on the reverse hereof are hereby authorized.
2. This license is granted upon the statements and representations made in the Memorandum, otherwise filed with or made to the Treasury Department as a supplement to the Memorandum, or based on information available to the Treasury Department, and is subject to the condition, among others, that all U.S. persons who are State Department or USAID grantees/contractors (the "Licensees") comply with all regulations, rulings, orders, and instructions issued by the U.S. Secretary of the Treasury under the authority of Section 203 of the International Emergency Economic Powers Act, Section 5 of the United Nations Participation Act, and the terms of this license.
3. The Licensee(s) shall furnish and make available for inspection any relevant information, records or reports requested by the U.S. Secretary of the Treasury or any duly authorized officer or agency.
4. This license is not transferable, and is subject to the terms of Executive Orders No. 12722 and 12724, and any regulations, rulings, orders and instructions issued pursuant thereto, and may be revoked or modified at any time at the discretion of the U.S. Secretary of the Treasury.
5. This license does not excuse compliance with any law or regulation administered by the Office of Foreign Assets Control or any other agency (including reporting requirements) applicable to the transaction(s) herein licensed, nor does it release Licensee(s) or third parties from civil or criminal liability for violation of any law or regulation.

Issued by direction and on behalf of the Secretary of the Treasury:

OFFICE OF FOREIGN ASSETS CONTROL

By *Richard Newcomb* 2/5/03  
R. Richard Newcomb  
Director

(Attention is directed to 18 U.S.C. § 1001; 50 U.S.C. § 1705; 22 U.S.C. § 287c(b); § 586E of Pub.L. 101-513, 50 U.S.C. § 1701 note; Pub.L. 101-410, 28 U.S.C. 2461 note; and 31 C.F.R. § 575.701 et seq., for provisions relating to penalties.)

License No. IQ-2215

Page 2 of 3

**SECTION 1 - AUTHORIZATION:**

(a) Subject to the terms and limitations of the Iraqi Sanctions Regulations, 31 C.F.R. Part 575, and the Iranian Transactions Regulations, 31 C.F.R. Part 560 (the "Regulations"), and the following conditions and limitations, the Licensees are authorized to engage in all transactions necessary to establish and implement programs related to the provision of humanitarian support, as defined and authorized by these grants/contracts, to the Iraqi peoples in and around Iraq.

(1) No goods or technology (U.S. or foreign-origin) of types controlled under the Department of Commerce's Export Administration Regulations for export to Iraq or on the UN Goods Review List may be exported or re-exported to Iraq, or purchased or used locally in Iraq.

(2) No goods or technology controlled under the Department of Commerce's Export Administration Regulations for export to Iran may be exported or re-exported to Iran, or purchased or used locally in Iran. Please note that the Department of Commerce's Export Administration Regulations also restrict certain exports and re-exports to Syria.

(3) Proposals for the export or re-export of any goods to Iraq must be submitted to the UN 661 Committee to the extent, and in the manner, required under applicable UN Security Council regulations and related rules and regulations. To apply for UN authorization or notification, please contact the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, D.C. 20520 (TEL: 202-647-2708, FAX: 202-647-3261).

(4) The Licensees shall take adequate measures to prevent any items authorized for export, re-export or local purchase from being obtained or acquired by the Governments of Iraq or Iran, their agencies, or instrumentalities.

(b) U.S. financial institutions are authorized to engage in funds transfers in connection with transactions authorized pursuant to section 1(a) of this license, provided that no Iraqi or Iranian financial institution or other agency or instrumentality of the Governments of Iraq or Iran may participate in any such funds transfer.

(c) All transactions pursuant to this license must conform to the provisions of the Regulations, all relevant United Nations Security Council Resolutions, including 661, 666, 687 and 1409, and relevant guidance issued by the 661 Committee, as these terms are defined in the Regulations, as well as the provisions of the Trade Sanctions Reform and Export Enhancement Act of 2000 with respect to the commercial sale of agricultural products, medicine and medical devices to Iran.

(d) Any funds transfer executed pursuant to the terms of this license must reference OFAC License No. IQ-2215 or it will be rejected.